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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

Re: Docket No. 92, 714

**DEBTORS' OMNIBUS REPLY TO OBJECTIONS
RELATED TO THE DEBTORS' NOTICE TO CONTRACT PARTIES TO
POTENTIALLY ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

¹ The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

TO: THE HONORABLE JUDGE VINCENT F. PAPALIA UNITED STATES
BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY:

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state the following in support of this reply (the “Reply”):²

Reply

1. On June 13, 2023, in accordance with the Bidding Procedures, the Debtors filed the *Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* (the “Notice”) [Docket No. 714], with a list of all known executory contracts and unexpired leases to which the Debtors are a party (the “Contracts and Leases”) and projected cure costs associated therewith attached thereto as Exhibit A. Numerous counterparties to the Contracts and Leases have filed objections (the “Objections”) with respect to either (i) the projected cure costs associated with the Contracts and Leases and/or (ii) the assumption or assumption and assignment of the Contracts and Leases to Overstock.com, Inc. in connection with the Debtors’ entry into the Stalking Horse Purchase Agreement (the “Overstock Sale”).

2. For the avoidance of doubt, the Debtors do not intend to assume or assume or assign any Contracts and Leases other than those listed on Exhibit A hereto in connection with the Overstock Sale (such listed Contracts and Leases, the “Overstock Contracts”). The Overstock Sale involves a sale of certain intellectual property assets. And none of the Objections to the Notice relate to the Overstock Contracts. As a result, the Debtors sought to clear any confusion, or perceived confusion, related to the Notice by filing a supplemental notice [Docket No. 95]

² Capitalized terms used but not otherwise defined in this Reply shall have the meanings ascribed to them in the *Order (I) Approving the Auction and Bidding Procedures, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 92] (the “Bidding Procedures Order”).

(the “Supplemental Notice”). The Supplemental Notice explained, “through the Overstock Sale, the Debtors will not assume or assume and assign any Lease Assets to Overstock.com, Inc. Further, through the Overstock Sale, the Debtors will not assume or assume and assign any executory contracts that are not expressly set forth in the Overstock APA, all as defined in the Overstock Sale Notice.” In addition, the Debtors have reached out to the objecting parties to inform them that none of the Overstock Contracts relate to contracts or leases set forth in the Objections.

3. As such, the Debtors do not intend to proceed to a hearing on the Objections during the hearing scheduled for June 27, 2023 at 2:30 P.M. (prevailing Eastern Time).

4. The Debtors expressly reserve all rights and preserve all arguments with respect to assumption and assumption or assignment of the Contracts and Leases and the cure costs associated therewith.

[Remainder of page intentionally left blank.]

Dated: June 27, 2023

/s/ Michael D. Sirota

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*Co-Counsel for Debtors and
Debtors in Possession*

Exhibit A

Overstock Contracts

1. Deed of Settlement and Release, dated as of June 21, 2022 by and among Bed Bath & Beyond Inc., Liberty Procurement Co. Inc. and Brands Limited.
2. Terms of Settlement, dated as of 4/9/2020, by and among Bed Bath & Beyond Inc., Liberty Procurement Co. Inc., and Bed Bath 'N' Table Pty. Ltd.
3. License Agreement, dated as of November 14, 2007, by and between Bed Bath & Beyond Procurement Co. Inc. and Bed Bath & Beyond Canada L.P.
4. Intellectual Property License Back Agreement, dated as of June 15, 2012, by and between BWAOLLC and Bed Bath & Beyond Inc. and Springs Global US, Inc.
5. Wamsutta Manufacturing Agreement, dated as of February 16, 2018, by and between Liberty Procurement Co. Inc. and Himatsingka America Inc.